# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

### **CONVEYING PARTY DATA**

Name	Execution Date	
WILK PATENT DEVELOPMENT CORPORATION, INC.	06/08/2011	

#### **RECEIVING PARTY DATA**

Name:	CHF TECHNOLOGIES, INC.	
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Internal Address:	SUITE 400	
City:	SAN RAMON	
State/Country:	CALIFORNIA	
Postal Code:	94583	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	6155968

### CORRESPONDENCE DATA

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KILPATRICK TOWNSEND & STOCKTON LLP MAILS **Correspondent Name:** 

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ATTORNEY DOCKET NUMBER:	090556-0938449 (004300US)
NAME OF SUBMITTER:	SHANNON SERRANO
SIGNATURE:	/Shannon Serrano/
DATE SIGNED:	06/09/2016

#### **Total Attachments: 3**

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**PATENT** REEL: 038866 FRAME: 0180 503864845

#### Exhibit B

#### **ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Wilk Patent Development Corporation, Inc., a New York corporation ("Assignor"), does hereby sell, assign, transfer, and convey unto CHF Technologies, Inc., a California corporation ("Assignee"), all right, title and interest that exist today and may exist in the future in and to all of the following (collectively, the "Patent Rights"):

- (a) the provisional patent applications, patent applications and patents listed in the **Attachment** hereto ("Listed Patents"),
- (b) all patents or patent applications (i) to which any of the foregoing claim priority directly or indirectly, and (ii) for which any of the foregoing directly or indirectly forms a basis for priority, and (iii) that are reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, or divisions of any of the foregoing, or (iv) that are foreign patents, patent applications and counterparts to any of the foregoing, including certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances and (v) any of the foregoing in (i)-(iv) whether or not expressly listed as Listed Patents below and whether or not abandoned, rejected, or the like;
- (c) inventions, invention disclosures, and discoveries described in any of the Listed Patents or any of the foregoing category (b) to the extent that any such inventions, invention disclosures, and discoveries (i) are included in any claim in the Listed Patents or any of the foregoing category (b), (ii) are subject matter capable of being reduced to a patent claim in any reissue or reexamination proceedings brought on any of the Listed Patents or any of the foregoing category (b), or (iii) could have been and/or could be included as a claim in any continuations, continuations in part, continuing prosecution applications, requests for continuing examinations or divisions of the Listed Patents or any of the foregoing category (b);
- (d) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants or issuances of any type related to the any of the foregoing categories (a), (b) or (c), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding;
- (e) causes of action (whether currently pending, filed or otherwise) and other enforcement rights including, without limitation, all rights under the Listed Patents or under or on account of any of the foregoing categories (b), (c) or (d) to
  - (i) damages,
  - (ii) injunctive relief and
  - (iii) other remedies of any kind

for past, current and future infringement; and

(f) all rights to collect royalties and other payments under or on account of any of the Listed Patents or any of the foregoing categories (b) through (e).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee;

Assignor owns all right, title and interest to the Patent Rights including, without limitation, all right, title and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at \_\_\_\_\_ on \_\_\_ 2011. ASSIGNOR PETER J. WILK Name: PRESIDENT Title: (Signature MUST be notarized) STATE OF New York ) ss. On Tune 8,2011 before me Erminica Gegin. Notary Public in and for said State, personally appeared Refer T. Wilk, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. Signature En Mbly (Seal) ERMINELA BEQIRI

Notary Public - State of New York No. 01BE6205648

Qualified in Bronx County My Commission Expires May 11, 2013

10.

## Attachment

## **Listed Patents**

Patent No. or Appln. No.	Country	Title	Inventors	Filing Date
6,155,968	United States	Method and Device for Improving Cardiac Function	Dr. Peter J. Wilk	July 23, 1998
6,258,021	United States	Intrapericardial Assist Method	Dr. Peter J. Wilk	October 25, 1999
6,572,529	United States	Intrapericardial Assist Method	Dr. Peter J. Wilk	July 6, 2001
6,776,754	United States	Method for Closing Off Lower Portion of Heart Ventricle	Dr. Peter J. Wilk	October 4, 2000
7,060,021	United States	Method and Device for Improving Cardiac Function	Dr. Peter J. Wilk	June 13, 2006
7,431,691	United States	Method and Device for Improving Cardiac Function	Dr. Peter J. Wilk	October 7, 2008

**RECORDED: 06/09/2016**